WHT 7

AGREEMENT OF PURCHASE AND SALE

by and between

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

and

CITY OF LOS ANGELES

and

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES.

Dated: _____, 1935.

WHT 7

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT, made and entered into this ____ day of _____, 1935, by and between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public and municipal corporation, organized and existing under and by virtue of the Metropolitan Water District Act of the State of California (hereinafter referred to as the "District"), the CITY OF LOS ANGELES, a municipal corporation organized and existing under and by virtue of a freeholders' charter of the State of California (hereinafter referred to as the "City"), and the DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, a department of said City, organized and existing under said charter (hereinafter referred to as the "Department"), acting by and through the BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES, a board organized and existing under and by virtue of said charter (hereinafter referred to as the "Board"),

W I T N E S S E T H:

WHEREAS, the Department is a department of the City, having control of its own funds, and said Department did, beginning about the year 1923 and from time to time thereafter, expend funds under its control in the investigation of the advisability and feasibility of the constructing

of an aqueduct between the Colorado River and the City for the purpose of bringing and conveying water from the Colorado River to the City for domestic and municipal purposes, and the Department during such times did expend funds under its control in furtherance of certain preliminary work in connection with the building of such an aqueduct, such investigation and preliminary work consisting of the following:

The making of a topographic survey of an area of approximately 24,000 square miles of territory lying between the City and the Colorado River, the City of Las Vegas, Nevada, and the southern boundary of the State of California, and the making of various maps showing the results of such surveys, about 20,000 square miles thereof never having been topographically mapped before; the securing of rights of way over portions of said area and the building of roads and trails thereon and particularly the building of a sixteen mile gravel surface highway from Earp, California, to the Colorado River at a point thereon commonly known and referred to as the Intake of the Aqueduct on the Parker route; the investigation of possible and feasible dam sites on the Colorado River and of various reservoir sites; the surveying and mapping of several possible routes for the construction of an aqueduct between the Colorado River and the City, said routes being known and referred to as the Blythe, Black Canyon, Topock, Bull's Head, Parker, Picacho, All-

American Canal and Bridge Canyon routes, together with engineering studies and estimates, maps and design drawings of canals, conduits, tunnels, siphons, transmission lines, pumping plants and force mains necessary to prepare estimates of cost for comparative purposes of the most feasible and economical route to be used to construct such aqueduct; the construction of a certain open unlined canal requiring the excavation of more than 500,000 cubic yards of earth; the drilling, perforating and pumping of several wells to determine the depth to, and the percolation of water in, gravels along a portion of the west bank of the Colorado River; the construction of a relief map depicting an area of approximately 65,000 square miles lying within an exterior boundary extending from the City to the City of San Diego, thence to the City of Yuma, thence to Bridge Canyon on the Colorado River, thence to St. Thomas, Nevada, thence to Las Vegas, Nevada, thence to San Bernardino and thence back to the City, on a scale of one inch to 5,000 feet horizontally and one inch to 800 feet vertically, for the purpose of engineering study; together with other investigation work pertaining to such an aqueduct, and together with various other work of a preliminary nature, all of which tended to aid and has aided in the selection of a route for an aqueduct from the Colorado River to the City and the District for the

purpose of bringing water from said River to the City and the District; and

WHEREAS, the District has taken over the work commenced by said Department and the project so undertaken by that Department, and has at all times since the taking over of said work and the said project, had the benefit and advantage of all of the results of the investigation and the preliminary work carried on by said Department, and the Board of Directors of the District has found that the District has benefited by such expenditure in the amounts hereinafter set forth; and

WHEREAS, the Department and the City now have no further use or need for the results of the investigation and preliminary work done by the Department and all of said investigation and preliminary work and the tangible results thereof, and certain lands, personal property, and rights of way, hereinafter described, are no longer required for the use of the City; and

WHEREAS, coincident with the taking over of said work and of said Colorado River Aqueduct Project, the Board of Directors of said District did express to the Department the willingness of the District to reimburse the Department for the sums expended by the Department in investigation of and

preliminary work upon said Colorado River Aqueduct Project up to the time of such taking over thereof by the District; and

WHEREAS, this contract is the formal expression of that understanding and has for its consideration the things done, data furnished and property supplied by said Department, as herein particularly set forth; and

WHEREAS, the District is hereby fully absolved from any other or further obligation to the Department than is herein stated, on account of such succession by it to the Colorado River Aqueduct Project so initiated by the Department and by the City of Los Angeles;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the District, the City, and the Department do hereby mutually agree as follows:

ARTICLE I. The Department and the City agree to sell, and the District agrees to purchase, all that certain real and personal property, and rights of way, hereinafter described as follows:

1. (a) All the right, title and interest of the Department and of the City in and to all those certain parcels of real property no longer required for the use of the City, situate in the County of Riverside, State of California, and more particularly described in Exhibit "A" contained and set forth on pages 1 and 2 of the Appendix attached to this agreement and made a part hereof, and including the water rights appurtenant thereto described in said Exhibit "A" and free and clear of all encumbrances and taxes excepting those set forth pertaining to each parcel in said Exhibit "A":

(b) All right, title and interest, if any, acquired by the City of Los Angeles, through those certain two deeds recorded on December 16, 1926, in Book 658, at pages 131 and 132 of Deeds in the office of the County Recorder of Riverside County, State of California, in and to that certain parcel of real property situate in said County and State and more particularly described in Exhibit "A-1" contained and set forth on page 2a of the Appendix attached to this agreement, and made a part hereof, and including any water rights conveyed to said City by said deeds, all of which is to be quitclaimed only by the City and the Department to the District.

(c) Provided, however, that such sales and conveyances, and the terms and conditions thereof, shall be first authorized and prescribed by ordinance duly adopted by the Council of the City, and further provided, that the assent of two-thirds (2/3) of the qualified voters of the City of Los Angeles voting on the proposition at a general or special election at which the proposition of said transfer and conveyance of such real property, together with all water rights appurtenant to or connected therewith, lawfully shall have been submitted, shall be first had and obtained before the transfer shall be made as hereinbefore agreed; it being hereby understood and agreed that such proposition shall be so submitted to the electors of said City at a general or special election to be held therein, on or prior to July 1, 1935; deed or deeds conveying said property and water rights to be delivered to the District on or before 60 days following the declaration by the Council of the City that the results of said election show that the assent of two-thirds of the qualified voters of the City of Los Angeles so voting on the said proposition at such election has been obtained thereto.

2. All the right, title and interest of the Department and of the City in and to all that certain personal property described in Exhibit "B" contained and set forth on pages 3 to 11 of the Appendix attached to this agreement and made a part hereof; provided, that such sale and delivery, and the terms and conditions thereof, shall be first authorized and prescribed by ordinance duly adopted by the Council of the City; Bill of Sale to the District covering said personal property to be delivered to said District within thirty (30) days after the effective date of said ordinance.

3. (a) All the right, title and interest of the Department and of the City in and to the right of way applied for by the Department and/or the City under Application No. 043,640, dated February 24, 1927, filed with the General Land Office, Department of the Interior, of the United States of America, at Washington, D. C.

(b) All the right, title and interest of the Department and of the City in and to the right of way petitioned for by the Department and/or the City under Application No. 1,490,479, to the Secretary of the Interior in accordance with Section 4 of the Act of Congress approved March 3, 1901 (31 Stat. L. 1058; 1084); for permission to open and establish a highway 100 feet wide extending across Indian Lands of the Colorado River Indian Reservation for a distance of approximately 4.8 miles, said application being approved March 8, 1933; subject to any prior, valid, existing right or adverse claim, together with all the right, title and interest of the Department and of the City in and to the road extending from its intersection with the highway connecting Vidal, California, and Parker, Arizona, in the vicinity of Earp, California, to the Colorado River, at a point thereon commonly known and referred to as the Parker Dam Site.

(c) Both of said above mentioned rights of way being more fully described in Exhibit "C" contained and set forth on pages 12 to 14, inclusive, of the Appendix attached to this agreement and made a part thereof and it being hereby understood and

agreed that the sale and conveyance of said rights of way, and road and the terms and conditions thereof, shall first be both authorized and prescribed by ordinance duly adopted by the Council of the City, and that the grant or grants conveying and assigning the said rights of way and the said road shall be delivered to the District within thirty (30) days after the effective date of said ordinance, and that such sale, transfer and conveyance shall be made subject to the approval of the Department of the Interior, and in accordance with its rules and regulations.

ARTICLE II. The District agrees to pay to the Department, and the Department and the City agree to accept from the District, as full and complete consideration for all that certain real and personal property, water rights and rights of way herein agreed to be sold by the Department and the City to, and purchased by, the District, the sum of Two Million, Six Hundred Fifteen Thousand, Seventy-one and 42/100 Dollars ($2,615,071.42), together with certain interest as provided in the schedule of installment payments hereinafter set forth; said sum and interest to be paid by the District to the Department in lawful money of the United States of America at the main office of the Department in the City of Los Angeles, State of California, in installments and at the times and in the manner following, to wit:

Amount of Installment	(Date Due and Payable On or Before)
(1) $895,071.42, together with simple interest upon $783,054.99, or upon any unpaid balance thereof, at the rate of 4.56% per annum, from January 1, 1933, until paid.	Payable out of the first proceeds of the sale of the bonds of the District authorized at the election held therein September 29, 1931, which, under any limitations imposed by the purchaser or purchasers of said bonds, shall be available for the purpose, and to be paid when such funds are so available for such purpose, either to make payment in full or to make partial payment of said amount, any partial payment so made to be applied first, to unpaid interest, second, to the non-interest bearing portion of the principal of said amount, and third, to the interest bearing portion of the principal of said amount. Said amount with interest as provided for shall, regardless of availability of the proceeds of the sale of said bonds of said District, become due and payable on October 1, 1965.
(2) $265,905.00, together with interest at the rate of 4.56% per annum on the sum of $10,877.50 thereof from May 1, 1933, and interest at the same rate on the sum of $18,405.00 thereof from June 1, 1933, and interest at the same rate on the sum of $23,990.00 thereof from July 1, 1933, and interest at the same rate on the sum of $24,877.50	April 1, 1935, or thirtieth day following the date of execution and delivery of the within contract, whichever is the later date.

Amount of Installment		(Date Due and Payable On or Before)
	thereof from November 1, 1933, and interest at the same rate on the sum of $46,405.00 thereof from December 1, 1933, and interest at the same rate on the sum of $9,675.00 thereof from January 1, 1934, and interest at the same rate on the sum of $10,545.00 from May 1, 1934, and interest at the same rate on the sum of $17,775.00 from June 1, 1934, and interest at the same rate on the sum of $23,675.00 from July 1, 1934, and interest at the same rate on the sum of $24,545.00 from October 1, 1934, and interest at the same rate on the sum of $45,775.00 from November 1, 1934, and interest at the same rate on the sum of $9,360.00 from December 1, 1934, until paid.	
(There are no items 3, 4 or 5.)		
(6)	$10,212.50	April 1, 1935.
(7)	17,145.00	May 1, 1935.
(8)	23,360.00	June 1, 1935.
(9)	24,212.50	October 1, 1935.
(10)	45,145.00	November 1, 1935.
(11)	9,045.00	December 1, 1935.
(12)	9,880.00	April 1, 1936.
(13)	16,515.00	May 1, 1936.
(14)	23,045.00	June 1, 1936.
(15)	23,880.00	October 1, 1936.
(16)	44,515.00	November 1, 1936.
(17)	8,730.00	December 1, 1936.
(18)	9,547.50	April 1, 1937.
(19)	15,885.00	May 1, 1937.
(20)	22,730.00	June 1, 1937.
(21)	23,547.50	October 1, 1937.
(22)	43,885.00	November 1, 1937.
(23)	8,415.00	December 1, 1937.
(24)	9,215.00	April 1, 1938.
(25)	15,255.00	May 1, 1938.
(26)	22,415.00	June 1, 1938.
(27)	23,215.00	October 1, 1938.

	Amount of Installment	(Date Due and Payable On or Before)
(28)	$43,255.00	November 1, 1938.
(29)	8,100.00	December 1, 1938.
(30)	8,882.50	April 1, 1939.
(31)	14,625:00	May 1, 1939.
(32)	22,100.00	June 1, 1939.
(33)	22,882.50	October 1, 1939.
(34)	42,625.00	November 1, 1939.
(35)	7,785.00	December 1, 1939.
(36)	8,550.00	April 1, 1940.
(37)	13,995.00	May 1, 1940.
(38)	21,785.00	June 1, 1940.
(39)	22,550.00	October 1, 1940.
(40)	41,995.00	November 1, 1940.
(41)	7,470.00	December 1, 1940.
(42)	8,217.50	April 1, 1941.
(43)	13,365.00	May 1, 1941.
(44)	21,470.00	June 1, 1941.
(45)	22,217.50	October 1, 1941.
(46)	41,365.00	November 1, 1941.
(47)	7,155.00	December 1, 1941.
(48)	7,885.00	April 1, 1942.
(49)	12,735.00	May 1, 1942.
(50)	21,155.00	June 1, 1942.
(51)	21,885.00	October 1, 1942.
(52)	40,735.00	November 1, 1942.
(53)	6,840.00	December 1, 1942.
(54)	7,552.50	April 1, 1943.
(55)	12,105.00	May 1, 1943.
(56)	20,840.00	June 1, 1943.
(57)	21,552.50	October 1, 1943.
(58)	40,105.00	November 1, 1943.
(59)	6,525.00	December 1, 1943.
(60)	7,220.00	April 1, 1944.
(61)	11,475.00	May 1, 1944.
(62)	20,525.00	June 1, 1944.
(63)	21,220.00	October 1, 1944.
(64)	39,475.00	November 1, 1944.
(65)	6,210.00	December 1, 1944.
(66)	6,887.50	April 1, 1945.
(67)	10,845.00	May 1, 1945.
(68)	20,210.00	June 1, 1945.
(69)	20,887.50	October 1, 1945.
(70)	38,845.00	November 1, 1945.
(71)	5,895.00	December 1, 1945.

	Amount of Installment	(Date Due and Payable On or Before)
(72)	$ 6,555.00	April 1, 1946.
(73)	10,215.00	May 1, 1946.
(74)	19,895.00	June 1, 1946.
(75)	20,555.00	October 1, 1946.
(76)	38,215.00	November 1, 1946.
(77)	5,580.00	December 1, 1946.
(78)	6,222.50	April 1, 1947.
(79)	9,585.00	May 1, 1947.
(80)	19,580.00	June 1, 1947.
(81)	20,222.50	October 1, 1947.
(82)	37,585.00	November 1, 1947.
(83)	5,265.00	December 1, 1947.
(84)	5,890.00	April 1, 1948.
(85)	8,955.00	May 1, 1948.
(86)	19,265.00	June 1, 1948.
(87)	19,890.00	October 1, 1948.
(88)	36,955.00	November 1, 1948.
(89)	4,950.00	December 1, 1948.
(90)	5,557.50	April 1, 1949.
(91)	8,325.00	May 1, 1949.
(92)	18,950.00	June 1, 1949.
(93)	19,557.50	October 1, 1949.
(94)	36,325.00	November 1, 1949.
(95)	4,635.00	December 1, 1949.
(96)	5,225.00	April 1, 1950.
(97)	7,695.00	May 1, 1950.
(98)	18,635.00	June 1, 1950.
(99)	19,225.00	October 1, 1950.
(100)	35,695.00	November 1, 1950.
(101)	4,320.00	December 1, 1950.
(102)	4,892.50	April 1, 1951.
(103)	7,065.00	May 1, 1951.
(104)	18,320.00	June 1, 1951.
(105)	18,892.50	October 1, 1951.
(106)	35,065.00	November 1, 1951.
(107)	4,005.00	December 1, 1951.
(108)	4,560.00	April 1, 1952.
(109)	6,435.00	May 1, 1952.
(110)	18,005.00	June 1, 1952.
(111)	18,560.00	October 1, 1952.
(112)	34,435.00	November 1, 1952.
(113)	3,690.00	December 1, 1952.
(114)	4,227.50	April 1, 1953.

	Amount of Installment	(Date Due and Payable On or Before)
(115)	$ 5,805.00	May 1, 1953.
(116)	17,690.00	June 1, 1953.
(117)	18,227.50	October 1, 1953.
(118)	33,805.00	November 1, 1953.
(119)	3,375.00	December 1, 1953.
(120)	3,895.00	April 1, 1954.
(121)	5,175.00	May 1, 1954.
(122)	17,375.00	June 1, 1954.
(123)	17,895.00	October 1, 1954.
(124)	33,175.00	November 1, 1954.
(125)	3,060.00	December 1, 1954.
(126)	3,562.50	April 1, 1955.
(127)	4,545.00	May 1, 1955.
(128)	17,060.00	June 1, 1955.
(129)	17,562.50	October 1, 1955.
(130)	32,545.00	November 1, 1955.
(131)	2,745.00	December 1, 1955.
(132)	3,230.00	April 1, 1956.
(133)	3,915.00	May 1, 1956.
(134)	16,745.00	June 1, 1956.
(135)	17,230.00	October 1, 1956.
(136)	31,915.00	November 1, 1956.
(137)	2,430.00	December 1, 1956.
(138)	2,897.50	April 1, 1957.
(139)	3,285.00	May 1, 1957.
(140)	16,430.00	June 1, 1957.
(141)	16,897.50	October 1, 1957.
(142)	31,285.00	November 1, 1957.
(143)	2,115.00	December 1, 1957.
(144)	2,565.00	April 1, 1958.
(145)	2,655.00	May 1, 1958.
(146)	16,115.00	June 1, 1958.
(147)	16,565.00	October 1, 1958.
(148)	30,655.00	November 1, 1958.
(149)	1,800.00	December 1, 1958.
(150)	2,232.50	April 1, 1959.
(151)	2,025.00	May 1, 1959.
(152)	15,800.00	June 1, 1959.
(153)	16,232.50	October 1, 1959.
(154)	30,025.00	November 1, 1959.
(155)	1,485.00	December 1, 1959.
(156)	1,900.00	April 1, 1960.
(157)	1,395.00	May 1, 1960.

Amount of Installment		(Date Due and Payable On or Before)
(158)	$15,485.00	June 1, 1960.
(159)	15,900.00	October 1, 1960.
(160)	27,395.00	November 1, 1960.
(161)	1,170.00	December 1, 1960.
(162)	1,567.50	April 1, 1961.
(163)	810.00	May 1, 1961.
(164)	15,170.00	June 1, 1961.
(165)	15,567.50	October 1, 1961.
(166)	26,810.00	November 1, 1961.
(167)	855.00	December 1, 1961.
(168)	1,235.00	April 1, 1962.
(169)	225.00	May 1, 1962.
(170)	14,855.00	June 1, 1962.
(171)	15,235.00	October 1, 1962.
(172)	10,225.00	November 1, 1962.
(173)	540.00	December 1, 1962.
(174)	902.50	April 1, 1963.
(175)	14,540.00	June 1, 1963.
(176)	14,902.50	October 1, 1963.
(177)	225.00	December 1, 1963.
(178)	570.00	April 1, 1964.
(179)	10,225.00	June 1, 1964.
(180)	14,570.00	October 1, 1964.
(181)	237.50	April 1, 1965.
(182)	10,237.50	October 1, 1965.

Each of the amounts, specified in installments numbered six (6) to one hundred eighty-two (182) inclusive, or portion thereof, which is not paid upon its respective due date shall bear simple interest thereafter from such due date at the rate of 4.56% per annum, payable annually, until fully paid. In the event that any of the said installments numbered six (6) to one hundred eighty-two (182) inclusive, is not paid upon the due date thereof, then any subsequent payment thereon by the District to the Department shall first be applied to the payment of interest upon the installment longest overdue and the balance upon principal of such oldest installment and

thereafter the balance remaining, if any, shall be applied first to interest and then to principal of the remaining installments, due or to become due in the future, in the same order, until the payment or payments so made are fully exhausted.

The District shall, at all times in the future until Item (1) of the payments specified herein shall have been paid in full, withhold from sale, except in fulfillment of this paragraph, a sufficient quantity of its said bonds so authorized at said election to enable the District to pay to the Department the amount (both principal and interest) due as specified in said Item (1) from the proceeds of the sale or sales thereof. In determining the amount of such bonds so required to be set aside and withheld for this purpose, Item (1) shall be deemed to comprise the principal amount of Eight Hundred Ninety-five Thousand, seventy-one and 42/100 Dollars ($895,071.42), together with simple interest upon Seven Hundred Eighty-three Thousand, Fifty-four and 99/100 Dollars ($783,054.99) thereof, at the rate of 4.56% per annum from January 1, 1933, to October 1, 1965, or if any payment less than the whole thereof is made on account of said Item (1) then the amount of principal, together with interest thereon to October 1, 1965, remaining unpaid after applying such payments, first to interest then accrued, second, to the non-interest bearing portion of the principal, and third, to the interest bearing portion of the principal of said Item (1). The District agrees to offer such quantity of the bonds so withheld as will make available proceeds to pay said Item (1), with interest in full at the time of said offering, at the earliest possible moment, and from time to time thereafter, if necessary, when, in the judgment and discretion of

the Board of Directors of the District reasonably exercised, such bonds, or a part thereof, may be sold bearing interest at the rate of five per cent (5%) per annum or any lesser rate of interest and without limitation as to the use of the proceeds of such sale inconsistent with the application thereof to the payment of said Item (1). The obligation imposed by this paragraph concerning the withholding and sale of said bonds shall cease when the District shall have paid in full to the Department the amount of principal and interest in full, as specified in said Item (1) of the payments to be made herein.

ARTICLE III. In addition to the amounts hereinbefore set forth, the Department has heretofore paid and advanced to the United States Bureau of Reclamation the sum of Fifty-five Thousand Dollars ($55,000.00) for the purposes hereinbefore set forth and recited on pages 1 to 3, inclusive, and to secure the making of preliminary investigations, surveys, and studies by said Bureau of the Boulder Dam Project for developing a water supply and hydroelectric supply for the benefit of the City and others, and which benefit has inured in part to the District.

As further consideration, for the property herein agreed to be sold by the Department and/or City to, and purchased by, the District, the District agrees to pay to the Department, on the day hereinafter provided, the proportion of said sum of Fifty-five Thousand Dollars ($55,000.00) hereinafter specified, together with interest on the amount so payable by the District, at the rate of 4.56% per annum from July 1, 1922, until paid; provided, however, that before said payment of principal and interest, or any part thereof, shall become due and payable the Department shall, as

soon as possible and not later than six (6) months from the date hereof, present its request to said Reclamation Bureau for payment by said Bureau to said Department of the sum of Fifty-five Thousand Dollars ($55,000.00), and shall prosecute same after such presentation with reasonable diligence to final determination by said Bureau; and in the event that such request for payment is refused or denied, in whole or in part, by said Bureau the Department shall, as soon as possible and not later than six (6) months after receiving notice of such refusal or denial by said Bureau, present a claim in the sum of Fifty-five Thousand Dollars ($55,000.00), or such portion thereof as to which payment shall have been refused by said Bureau, to the United States General Accounting Office and to the Comptroller-General of the United States on account of said advances and payments heretofore made by the Department to said Bureau, and shall, after such presentation, prosecute same with reasonable diligence to final determination by said General Accounting Office, and, if necessary to obtain recovery in full, to final determination by said Comptroller-General; and in the event that such claim is denied, in whole or in part by said Comptroller-General, the Department shall, as soon as possible and not later than six (6) months after receiving notice of such denial by said Comptroller-General, file suit in the United States Court of Claims to recover said sum of Fifty-five Thousand Dollars ($55,000.00), or such portion thereof as to which payment shall have been refused by said Bureau and/or by said General Accounting Office and/or by said Comptroller-Gener

and shall, following such filing, prosecute same with reasonable diligence to final judgment of said Court of Claims; and if said Court of Claims shall enter a final judgment adverse to the Department in respect to said claim, or any part thereof, the District shall pay to the Department, on or before thirty (30) days following receipt of written notice to the District by the Department of such final judgment of said Court of Claims, 36/50.9054 of such portion of said sum of Fifty-five Thousand Dollars ($55,000.00) as shall not have been recovered by, or repaid to, the Department from or by the United States, together with interest thereon as hereinabove provided.

Whenever in this Article III reference is made to any particular office or officer or court of the United States of America and at the time of filing the claim herein mentioned, or the subsequent prosecution thereof, the functions, duties or jurisdiction of said office or officer or court herein mentioned have been transferred to another office or officer or court of the United States, then the claim herein mentioned shall be filed with and prosecuted before the proper office or officer or court as the case may be; it being the intent of the parties that said claim shall be prosecuted to final decision by the appropriate court of last resort, save and except the United States Supreme Court, unless the same shall have been sooner approved and paid.

ARTICLE IV. In the event that the transfer and conveyance to the District of the real property, together with the water rights appurtenant thereto, or connected therewith, described in

paragraph 1 of Article I of this agreement are not assented to by vote of two-thirds (2/3) of the qualified voters of the City of Los Angeles voting on the proposition of such transfer and assignment, at a general or special election at which such proposition lawfully shall have been submitted on or before July 1, 1935, then the Department and the City shall be relieved of all obligation to transfer said real property and appurtenant water rights, and the one installment hereinbefore specified to be due, on or before October 1, 1935, shall be reduced by the sum of Seven Thousand Four Hundred Sixty-eight and 85/100 Dollars ($7,468.85), but no other reductions in payment shall be made, nor shall this agreement be otherwise affected than as in this Article IV provided, by reason of the inability of the Department and the City to transfer and convey to the District the said real property and appurtenant water rights, as provided in said paragraph 1 of Article I of this agreement.

ARTICLE V. In the event that the transfer and assignment of the right, title and interest of the Department and/or the City in and to either of the rights of way applied for by the Department and/or the City, and described in paragraph 3 of Article I of this agreement be disapproved by the Department of the Interior of the United States of America, so that an effective transfer and assignment thereof to the District cannot be made by the Department and the City, then the District shall deduct the sum of One Thousand Dollars ($1,000.00) from the installment payment next due under this agreement following determination of the in-

ability of the Department and the City to make such transfer and assignment; if the transfer and assignment to the District of the right, title and interest of the Department and the City in and to both of the rights of way specified in said paragraph 3 of Article I of this agreement be disapproved by the said Department of the Interior so that neither transfer and assignment can be made effectively, then the deduction to be made from the next ensuing payment due from the District shall amount to the sum of Two Thousand Dollars ($2,000.00); provided, that this agreement shall not be affected by such inability to make such transfer and assignment, or transfers and assignments, otherwise than as provided in this paragraph.

ARTICLE VI. Wherever in this agreement provision is made for authorization by ordinance of the Council of the City of instruments transferring and conveying certain of the property herein described in this agreement, the ordinance or ordinances authorizing the execution and delivery of the within instrument, if said ordinance or ordinances likewise shall authorize and provide for the execution and delivery of the respective instruments of transfer and conveyance, shall be deemed to satisfy and comply with the provisions of this contract requiring such instruments of transfer and conveyance to be so authorized by ordinance.

IN WITNESS WHEREOF, the District, the City and the Department each has caused this agreement of purchase and sale to be executed and delivered by their respective officers thereunto

duly authorized on the day hereinabove first written.

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA,

By _____
Chairman of the Board of
Directors

Approved as to form:

_____
General Counsel

Attest:

_____
Secretary of the Board of
Directors

(SEAL)

CITY OF LOS ANGELES, a municipal
Corporation,

By _____
Mayor

Attest:

_____
City Clerk

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES, acting
by and through the Board of Water
and Power Commissioners of the
City of Los Angeles,

By _____
President

And _____
Secretary

(SEAL)

Approved as to form:

_____
City Attorney

EXHIBIT "A"

Real property and appurtenances to be sold and conveyed in fee simple by the Department and the City to the District pursuant to attached contract.

All those certain parcels of real property situated in the County of Riverside, State of California, more particularly described as follows:

Parcel 1.

Lots One (1) and Two (2) in Section Thirty-six (36), in Township Three (3) South, Range Twenty-three (23), East, San Bernardino Base and Meridian, according to the official plat of the survey thereof on file in the United States General Land Office; containing 25.64 acres, more or less.

Free and clear of all encumbrances except:

1. Taxes for the current year 1935-36;

2. Rights and reservations as reserved to the State of California by patent recorded August 7, 1920, in Book 8, page 106 of Patents, records of said Riverside County, California;

3. Restrictions, easements and rights of way of record.

Parcel 2.

Lot One (1) in Section Thirty-six (36), Township Four (4) South, Range Twenty-three (23) East, San Bernardino Base and Meridian, according to the official plat of the survey thereof on file in the United States General Land Office; containing 6.75 acres, more or less.

Exhibit "A" (continued).

Free and clear of all encumbrances except:

1. Taxes for the current fiscal year 1935-1936;

2. Restrictions, easements and rights of way of record; as well as all rights and reservations reserved in state or United States Patents.

Parcel 3.

Lot Two (2) of Fractional Section Seven (7) in Township Five (5) South, Range Twenty-four (24) East, San Bernardino Base and Meridian, according to the official plat of the survey thereof on file in the United States General Land Office; containing 44.40 acres, more or less.

Free and clear of all encumbrances except:

1. Taxes for the current fiscal year 1935-36

2. Easement in favor of the public for any public roads now existing on said property;

3. Restrictions, easements and rights of way of record; as well as all rights and reservations reserved in state or United States Patents.

Together with all tenements, hereditaments and appurtenances thereunto appertaining, and all water and water rights of the Department and the City, either incident or necessary to the enjoyment of the three parcels of land herein described, and all water and water rights appurtenant to said three parcels above described, or any thereof, or constituting part and parcel of each or any thereof, and all water and water rights belonging to each of the three parcels above described or in any wise appertaining to each or any of said three parcels above described.

EXHIBIT "A-1"

Real property and appurtenances to be quitclaimed by the Department and the City to the District pursuant to Article I, Paragraph 1, Subdivision (b), of the attached contract.

All that certain parcel of real property situate in the County of Riverside, State of California, more particularly described as follows:

> All of fractional section Thirty-six (36), except Lot One (1) of said Section, Township Four (4) South, Range Twenty-three (23) East, San Bernardino Base and Meridian, according to the official plat of the survey thereof on file in the United States General Land Office.

1. Subject to all taxes, conditions, restrictions, encumbrances, easements, and rights of way of record, or otherwise, now existing on said property, as well as all rights and reservations reserved in state or United States patents.

Together with all water rights, if any, conveyed to said City by the two deeds pertaining to said realty, mentioned in said subdivision (b) of Paragraph 1 of Article I of the attached contract.

EXHIBIT "B"

Personal property, including furniture, equipment, engineering data, field notes, logs, records, papers, reports, topographic maps, relief maps and surveys to be sold and conveyed by the Department and the City to the District, pursuant to attached contract.

- - - -

All that certain personal property described as follows:

Parcel 1. Office Furniture and Furnishings.

1 - Book Case Top and Base, Oak Finish
3 - #296 Art Metal Book Case Bases
9 - # 224 Art Metal Book Case Sections
3 - #225 Art Metal Book Case Sections
3 - #291 Art Metal Book Case Tops
1 - T-10 Base for Legal Cabinet
1 - #1111 Art Metal Plan File
1 - #5804 Upright Cabinet with Base #5810
1 - #5706-L Upright Cabinet
1 - 3-Drawer Art Metal Cabinet, Jumbo Size, with end panels
1 - 10 Drawer Art Metal Cabinet
1 - Section 3x5, Art Metal
1 - 4 Drawer Art Metal Cabinet
2 - Art Metal Plan Cabinet, Drawer section with 2 end panel
1 - Art Metal Cabinet, with Top, 9-drawer case, 2 cupboards and base
1 - Art Metal Cabinet with 5 four-drawer Cases and 2 ends
1 - Art Metal Cabinet, 3 four-drawer Cases and 1 top
2 - 4 drawer Cabinets, Legal size
1 - Art Metal Cabinet with end panels
1 - 2-drawer Art Metal Card Index Cabinet
1 - Art Metal Cupboard with Base
1 - Globe Index Cabinet
1 - Art Metal Cabinet with 2 five-drawer Sections and end panels
1 - Art Metal 4-drawer cabinet, Legal Size with top, Base and end panels
25 - Side Rotary Chairs
19 - Office Chairs
28 - Oak Arm Chairs
14 - Arm Rotary Chairs
1 - 3-Drawer Cabinet, Legal Size, with end panelss

Exhibit "B" (continued).

4 - Table Arm Chairs
2 - Typewriter Chairs
13 - Costumers
5 - Desks
5 - 34 x 60 Flat Top Oak Desks
8 - 36 x 60 Flat Top Desks
1 - Art Metal Flat Top Desk
2 - Typewriter Drop Desks
4 - Typewriter Desks
26 - Faries Portable Lamps
3 - X-ray Lighting Units
6 - 12 x 16 Mirrors
12 - 3 x 9 Rugs
6 - Oak Typewriter Stands
7 - Oak Telephone Stands
6 - Stands
2 - Coal Stoves
6 - 34 x 60 Oak Tables
10 - 36 x 60 Oak Tables
1 - 48 x 96 Line Top Table
1 - 42 x 96 Line Top Table
2 - 30 x 96 Line Top Table
4 - Lighting Sets 14" Bowl
3 - Water and Ice Tea Sets

Parcel 2. Office Mechanical Equipment.

4 - 1-Qt. Pyrene Extinguishers
2 - 16" Oscillating Electric Fans
6 - Line-a-Times
1 - Indirect Light Standard and Reflector
5 - Sunstrand Adding machines
4 - Electric Marchant Calculating Machines
3 - Bates Numbering Machines
1 - Sealer
2 - Trimmers for Photographic work
15 - Typewriters

Parcel 3. Drafting & Engineering Furniture & Equipment.

1 - 2-drawer Art Metal Card Case
1 - Book Case
20 - Pipe Frames for 4 x 7 Drafting Tables
42 - Drafting Stools
1 - Plan File 48" wide 42" high 30" deep (FC 5470)
12 - Drawers for Drafting Tables
3 - Pipe Frames for 6 x 8 Drafting Tables
20 - 4 x 7 Drafting Tables
11 - Alidades with Boards and Tripods
6 - Paulin Altimeters

Exhibit "B" (continued).

2 - 8 x 24 Colmont Binoculars
1 - 10" Circuit Camera, complete, with carrying case, tripod, 10" x 6' printing frame, etc.
2 - Carrying Cases for Berger Transits
1 - Brunton Compass
4 - Berger Dumpy Levels
37 - K & E Heavy 13' Level Rods
2 - 13' Curley Micrometer Rods with Cases
9 - Berger Transits with Tripods
8 - Berger Y Levels

Parcel 4. Major Construction Equipment.

1 - 13½" x 50' Endless Belt
1 - 1-Ton Screw Geared Block
1 - 1/2 Ton Spur Geared Chain Hoist
2 - Power Boats with Ford Motors
4 - Row Boats with Oars and Oarlocks
2 - Welding Cutter Outfits
2 - Electric Drills
2 - Pipe Elbows
1 - 6-Cylinder 120 H.P. Gasoline Engine
3 - Drags
1 - 3/4" Water Meter
1 - Lockwood Outboard Motor
2 - Flanges
1 - Forge
2 - Hard Steel Driving Hammers
3 - Jacks
1 - Fairbanks-Morse Motor & Generator for Lighting Plant
1 - 2000 Watt Kohler Electric Plant, complete
1 - Wheel Puller
2 - Pulleys
1 - Tank Pump, complete, with Couplings
1 - Gould Pump with Tank, Suction Hose, Discharge Hose, etc.
2 - Byron-Jackson Pumps
1 - Kimball Turbine Pump
1 - American Water Pump
1 - Air Receiver
2 - Acetylene Regulators
2 - Oxygen Regulators
1 - Simonds Saw
2 - Western Slip Scrapers
2 - Welding Torches.
1 - 2-wheel Hand Truck
1 - All Steel Truck to carry 500 Gallon Tank
1 - 14" Gate Flange Valve

Exhibit "B" (continued).

Parcel 5. Automobiles and Trucks.

23 - Ford Sta Wagons
6 - Ford Touring cars
1 - Ford Roadster
3 - Dodge Touring Cars
3 - Buick Sedans
3 - Reo Trucks
1 - Graham Truck
1 - Fageol Truck
1 - Ford Motor Block

Parcel 6. Buildings and Tents.

1 - 10 x 14 Portable Vegetable House
2 - Latrines
1 - 18 x 48 Mess House
3 - 18 x 36 Canvas Buildings
1 - 18 x 48 Portable Building
1 - 18 x 24 Galv. Iron Bunk House
9 Flys for Side Wall Tents
9 - Fly Tents
1 - Canvas Cover for 18 x 24 Canvas Building
7 - Army Pyramid Tents
10 - 14 x 16 Side Wall Tents
60 - Tents

Parcel 7. Major Mess Equipment.

4 - Meat Blocks
2 - Drain Boards
2 - Proof Cabinets
1 - Cooler
1 - Hood Range
2 - Portable Ranges
6 - Mississippi Ranges
1 - Meat House
10 - Refrigerators
5 - Sinks
1 - Tank Stand
9 - Cook Stoves
2 - Galv. Iron Tanks
1 - Coffee Urn
12 - Tables, Dining, Scrap, Pastry, Dish-up etc.
1 - 140 Gallon Tank
2 - Grease Traps
3 - Beds and Springs
1 - Sanitary Toilet
2 - 500 Gallon Tank
1 - Mounting Tank s

Exhibit "B" (continued)

Parcel 8. All engineering data and surveys pertaining to and resulting from the construction of 1.9 miles of open unlined canal along the west bank of the Colorado River north of Blyt he, in accordance with specifications, proposal and contract which contract was dated Feb. 5, 1936, by and between the Department of Water and Power of the City of Los Angeles and W. E. Callahan Construction Company, said data and surveys having been placed in Mono Basin Files Nos. 1237, 1238 and 1239 of the Department.

Parcel 9. All logs, records, papers and reports pertaining to and resulting from the drilling, perforating and pumping by the Department of twelve test wells on the west bank of the Colorado River north of Blythe, and particularly the report of S. L. Paratt, dated December, 1929, being the Department's Report 192, Mono Basin File, "Tests on Yield of Experimental Gallery and Test Wells near Blythe, California."

Parcel 10. Approximately 425 topographic maps covering approximately 24,000 square miles of hitherto unmapped desert area between Beaumont, California, and the Colorado River from Las Vegas, Nevada, to the Mexican border, as hereinafter set forth:

A. 22 Originals and Tracings of Plane Table Sheets:
Scale 1" = 10,000'

Department No.	Area Covered.
48 -	Boulder Canyon Dam Site
49 -	East of Boulder Canyon Dam Site
56 -	Silver Lake

Exhibit "B" (continued).

Department No.	Area Covered.
57 -	From Ivanpah Quadrangle
58 -	Black Canyon - Searchlight
63 -	East of Victorville - From Government Quadrangle
64 -	Victorville - Mohave Valley
65 -	Barstow
66 -	Ludlow
67 -	Amboy
68 -	West of Needles
73 -	Los Angeles from Government Quadrangles
74	Corona from Government Quadrangle
75 -	Beaumont from Government Quadrangle
76 -	Indio - 35% Est. from Government Quadrangle
77 -	Desert Center
78 -	Vidal - Grommet
79 -	Parker from Government Quadrangle
87 -	North of Brawley
88 -	Yuma - Largely from Yuma Quadrangle
85	Northwest of Salton Sea
86 -	Northeast of Salton Sea

B. 25 Originals and Tracings of Plane Table Sheets:
Scale 1" = 5,000'

Department No.	Area Covered.
74 A -	Covina
74 B -	Fontana - San Bernardino - Colton
75 A -	Redlands
75 B -	Whitewater
75 D -	Special - San Gorgonio Pass
76 A	
76 B	
76 C -	Little San Bernardinos
76 D	Little San Bernardinos - (Pinyon Well
77 A -	No Identification - 2 or 3 contours only
77 B -	Granite Saddle - 10% Full
77 C -	Hayfield Dry Lake - 10% Full
77 D -	Gruendike Well - 75% Full
78 A -	Rice - 40% Full
78 B -	Colorado River north of Blythe
78 C -	McCoy Mts.
78 D -	Blythe
79 A -	Parker - Small Portion only - from Government Quadrangle

Exhibit "B" (continued).

Department No.	Area Covered.
87 A -	Southeast of Salton Sea
87 B -	Niland
87 C -	Near Chocolate Mts.
86 B -	Salton Sea - 90% from Government Quadrangle
88 A	Ft. Cass - Mule Mts.
88 B -	Cibola Valley
88 D -	Yuma and Yuma Dam Site

C. Approximately 290 Originals and Tracings of Plan Table Sheets: Scale 1" = 1,000'

Approx. 95 Sheets on Black Canyon Route
Approx. 28 Sheets on Blythe Route
Approx. 126 Sheets on Parker Route
Approx. 41 Sheets on Picacho Route

D. 2 Originals and Tracings of Plane Table Sheets of Parker Dam Site area; Scale 1" = 100' (now filed in Banning Office of District)

E. Approx. 67 Originals and Tracings of Plane Table Sheets; Scale 1" = 100' of area in vicinity of Blythe and the Maria Mountains, on each side of the Colorado River, made for purposes of engineering study on the Blythe Route. (now filed in Los Angeles Office of District)

F. Approx. 19 Originals and Tracing of Plane Table Sheets; Scale 1" = 200' now filed in Los Angeles Office of District and described as follows:

Approx. 9 Sheets of area in the vicinity of the Puddingstone Reservoir near Glendora and Azusa.
Approx. 6 Sheets of area in the vicinity of Pine Canyon Reservoir in San Gabriel Canyon.
Approx. 4 Sheets of area at or near the Picacho Dam Site.

Parcel 11. Maps and logs, records, papers and surveys and results of all field and office work by the Department in connection with the investigation of dam sites on the Colorado River and the several terminal reservoirs, and of

diamond drilling at Bulls Head and Picacho, in the nature of reconnaissance work of country virtually unknown to Engineers and Geologists; for reference thereto see pp. 20-25 inclusive of the printed report dated November, 1930, of Mr. Frank E. Weymouth, Chief Engineer of the District, entitled "Summary of preliminary Surveys, Designs and Estimates for the Metropolitan Water District Aqueduct and Terminal Storage Projects."

Parcel 12. All maps and field books covering general and detailed surveys along the entire Parker Aqueduct Route; detailed surveys and studies of maps or logs of diamond drilling of both the upper and lower Parker Dam sites, together with office engineering studies, estimates, maps and design drawings of canals, conduits, tunnels, siphons, transmission lines, pumping plants and force mains, etc.; for explanation thereof and reference thereto see pages 4-8 inclusive of the printed report, dated November, 1930, of Mr. Frank E. Weymouth, Chief Engineer, entitled "Summary of Preliminary Surveys, Designs and Estimates for the Metropolitan Water District Aqueduct and Terminal Storage Projects."

Parcel 13. All maps covering the general and detailed surveys along the Blythe, Black Canyon, Bulls Head, Topock, Picacho, All-American Canal and Bridge Canyon routes, together with all engineering studies, estimates, maps and design drawings of canals, conduits, tunnels, siphons, transmission lines, pumping plants and force mains necessary to prepare est imates of

cost for comparative purposes to determine the most feasible and economical route; for reference thereto see pages 8-12 inclusive of the printed report, dated November, 1930, of Mr. Frank E. Weymouth, Chief Engineer, entitled "Summary of Preliminary Surveys, Designs and Estimates for the Metropolitan Water District Aqueduct and Terminal Storage Projects."

Parcel 14. One relief map depicting an area of approximately 65,000 square miles lying within ex erior boundaries extending from Los Angeles to San Diego to Yuma to Bridge Canyon, on the Colorado River, to St. Thomas, Nevada, to Las Vegas to San Bernardino and back to Los Angeles, on a scale of 1" = 5,000' horizontally and 1" = 800' vertically, for purposes of engineering study.

Together with and including all other maps, designs, drawings, papers, records, surveys, estimates, engineering studies and reports and personal property of a similar nature to that above described and pertaining to the construction of an aqueduct from the Colorado River to the City of Los Angeles; all of which, including the personal property particularly described above, heretofore has been made accessible to, and now is in the possession of The Metropolitan Water District of Southern California.

EXHIBIT "C"

RIGHTS OF WAY

Rights of way to be transferred, assigned and conveyed by the Department and the City to the District, pursuant to attached contract.

1. All the right, title and interest of the Department of Water and Power of the City of Los Angeles and of the City of Los Angeles in and to the right of way hereinafter described, based upon, or arising out of, Application No. 043,640 dated February 24, 1927, filed by the Department and/or the City, with the General Land Office, Department of the Interior, United States of America, at Washington, D. C., for a right of way over public lands for the proposed Colorado River Aqueduct, commencing at a point on the west bank of the Colorado River in unsurveyed land about 20 miles north of the town of Blythe, being the same point of intake as originally shown in Application No. 4056 filed by the Department and/or the City with the Division of Water Rights, now Division of Water Resources, of the Department of Public Works of the State of California on June 28, 1924; thence following the meanderings of the Colorado River southerly through unsurveyed lands for about 12 miles; thence in a general westerly direction through the Palo Verde Valley and the Chuckawalla Valley; thence over Shaver Summit to the Southwesterly slopes of the Little San Bernardino Mountains; thence northwesterly along the slopes of the Little

Exhibit "C" (continued).

San Bernardino to a point between Cabazon and Banning in the vicinity of the location of the east portal of the San Jacinto tunnel of the District, now under construction; a more detailed outline of the route and right of way being shown on Exhibit "J", being map attached to and on file in said General Land Office with said Application No. 043,640, which map is incorporated herein by reference thereto as though fully set forth herein; said Application never having been approved by the Secretary of the Interior and the status of which is more fully set forth in the letter from the Commissioner of the General Land Office, United States Department of the Interior in Washington, D. C., to the Register of the Land Office at Los Angeles, California, dated September 21, 1932, copy of which letter is annexed hereto, marked Exhibit "C-1", and made a part hereof as fully as though set forth at length herein; such sale, transfer and conveyance thereof by the City and/or the Department to the District to be made subject to the approval of the Department of the Interior and in accordance with its rules and regulations.

2. All the right, title and interest of the Department of Water and Power of the City of Los Angeles and of the City of Los Angeles in and to that certain right of way to open and establish a highway 100 feet wide extending across

Exhibit "C" (continued).

Indian lands of the Colorado River Indian Reservation for a distance of 4.80 miles, more or less, permission therefor having been granted to the Department and approved by the Secretary of the Interior on March 8, 1933, pursuant to Application No. 1490479, and filed with said Secretary by the Department and/or the City in accordance with Section 4 of the Act of March 3, 1901 (31 Stat. L. 1058, 1084), all as shown by copies of field notes of the survey and a filing map, marked Exhibit "J", both of which accompanied the said application and are now on file with said Secretary, both said field notes and said map being incorporated herein by reference thereto as though fully set forth herein; such sale, transfer and conveyance thereof by the City and/or the Department to the District to be made subject to the approval of the Department of the Interior and in accordance with its rules and regulations.

EXHIBIT "C-1"

(C O P Y)

Address Only The Commissioner of the General Land Office

UNITED STATES

DEPARTMENT OF THE INTERIOR

GENERAL LAND OFFICE

WASHINGTON Sep 21 1932

IN REPLY PLEASE REFER TO
Los Angeles 040571-043640 "F" ECD

Application 040571 finally rejected. Action on application 043640 held in abeyance.

Registrar,

Los Angeles, California.

Sir:

Office letter of December 22, 1931, required the City of Los Angeles to show cause why its applications 040571 and 043640, filed under the act of February 15, 1901 (31 Stat. 790), should not be rejected and the lands, withdrawn by Executive order of May 17, 1927, as public water reserve No. 109 in connection with the applications, should not be restored to entry. Application 040571 is for an underground reservoir site immediately adjacent to the Colorado River while application 043640 is for rights

of way diversion tunnel and aqueduct to convey water from the river to the City.

The City responded by filing a showing accompanied by a showing of the Metropolitan Water District of Southern California wherein it appears that the City and District request the cancellation of application 040571, but as to application 043640 request that permission be given for the transfer to the Metropolitan Water District of all rights acquired under the application for the reason that the District expects to use a part of the right of way applied for under application 043640. It is further requested that certain lands embraced in the withdrawal of May 17, 1927 be restored and that certain other lands described in the showing be withdrawn. Upon the showing being transmitted to the Geological Survey for consideration that office by letter of September 2, states with reference to the request:

> "Pursuant to this request the Secretary recommended, and the President on August 18, 1932, approved Public-Water Reserve No. 145, which covers all of the sections desired for the present right of way, but not withdrawn in Public-Water Reserve No. 109, approved May 17, 1927. The Secretary also recommended Public-Water Restoration No. 72, which was approved by the President on August 22, 1932, restoring from Public-Water Reserve No. 109 all of the lands which were originally withdrawn but are no longer required for the right of way. When a final location has been

made and appropriate papers filed by the applicant I shall recommended an appropriate interpretation limiting the withdrawal to the actual right of way desired."

In accordance with the request of the City and the District application 040571 is hereby finally rejected, the case closed and the maps filed in connection therewith are transmitted herewith for return to the City.

Relative to the proposal of the City and District that permission be given for the transfer by the City to the District of all rights acquired, under application 043640, the Assistant Attorney General in an opinion dated May 6, 1904, approved by the Department, held that no rights are acquired by an application for a right of way under the act of February 15, 1901, supra, prior to approval of the application by the Secretary of the Interior. (32 L.D. 597). However, such a transfer appears to be contemplated by Section 2 of the recent act of June 18, 1932, Public No. 188, 72nd Congress, so by implication the act may be construed as authorizing such a transfer as here contemplated and accordingly, this office will interpose no objection to the transfer. After the transfer the Metropolitan Water District may then take advantage of the said Section 2 of the recent act by filing new maps showing such portions of the right of way applied for under application 043640 as the District may desire

Los Angeles 040571-043640 "F" ECD

to acquire and as provided by the Section 2, upon approval of the new maps the grant will be effective as of the date of filing of the maps filed under the act of February 15, 1901, supra.

Action on application 043640 will, therefore, be indefinitely held in abeyance to afford the District an opportunity to file new maps under the recent act and to file evidence of the transfer.

By ordinary mail send the City and District copies of this letter.

Very respectfully,

Commissioner.

9-15-EEM

WHT.191.0266